REQUEST FOR PROPOSALS (RFP)

RFP #11-P-001

FOR
ADA COMPLIMENTARY PARATRANSIT TRANSPORATION
IN BERKSHIRE COUNTY, MASSACHUSETTS

Berkshire Regional
Transit Authority

February 9, 2011

Berkshire Regional Transit Authority
ADA COMPLIMENTARY PARATRANSIT TRANSPORTATION
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REQUEST FOR PROPOSALS

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1. OVERVIEW

1.1. The Berkshire Regional Transit Authority (BRTA) is seeking qualified transportation provider or providers to operate certain Demand Response services for the BRTA's paratransit consumers.

1.2. For the above mentioned service, the BRTA will serve as the overseeing agency and the successful Proposer will serve as the contractor. Service sub-contracts will not be permitted as part of this contract.

1.3. The BRTA reserves the right to enter into negotiations with any respondent after proposal opening and prior to the contract awards. Only providers which the BRTA determines to be "responsive" will be awarded a contract. Any incomplete proposal will be deemed non-responsive. The term of any resulting awards will be for 36 months, ending on June 30, 2014. The BRTA will have the sole and exclusive right to extend the contract award for an additional one-year term for two successive years by providing the Contractor at least 90 days notice prior to June 30, 2014.

1.4. Any questions should be directed to:

Gary Shepard, Administrator
BRTA
One Columbus Avenue, Suite 201
Pittsfield, MA 01201
Telephone: (413)499-2782 ext. 4, opt. 8
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Written questions will be accepted until 2:00 P.M. EST on February 22, 2011.

1.5. Service History

Currently BRTA ADA Complimentary Paratransit and Chair Car Service combined levels are averaging 2475 trips per month with approximately 4,000 active eligible riders. At peak service, current provider is utilizing 15 vehicles of various types with 66% of trip origin concentrated in Pittsfield.

BRTA has recently contracted the ADA Complimentary Paratransit Eligibility process to an outside contractor to evaluate, update and manage the ADA certification and eligibility process. BRTA, through service modifications expects to reduce the number of ADA Complimentary Paratransit service eligible riders to anticipated deviated fixed route service in up to 9 of the 24 communities served over the next 2 years.

2. DEFINITIONS

2.1. The BRTA: The Berkshire Regional Transit Authority (also referred to as the "Authority").

2.2. ADA Level Transportation Service or ADA Program: The BRTA must provide ADA Paratransit Service to individuals whose disability prevents them from using accessible bus service. ADA Paratransit Service must be comparable to the service an individual would receive if he/she could use the fixed route bus system.

2.3. Ambulatory Transportation: Transportation primarily intended for persons who are able to walk and/or require limited human assistance. Such transportation is provided by any of several types of vehicles, including passenger sedans, station wagons, vans, or mini-buses, which are used to transport persons on a demand-response, individual or shared-ride basis, and are licensed by the city or town in which the operating business is located. Examples of these vehicles are taxis, vans, liveries and purpose built vehicles.

2.4. Premium Service: Transportation provided by a motor vehicle that is specially equipped to carry one or more persons who utilize(s) a mobility device as defined by 49 CFR part 37.3 or who have significant mobility limitations. Such vehicles must be equipped with a manual ramp or 403 compliant lift and have securement restraint systems for each securement position. The BRTA administers this premium service to be available and operational 24 hours a day every day of the year (no time restrictions for availability). The Chair Car service does not require 24 hour advance reservation. It is a door-to-door service to assist customers as needed to and from their door and the vehicle.

2.5. Companion: Eligible riders are entitled to be accompanied by one traveling companion (not to be confused with a PCA). Additional companions are accompanied on a space available basis only. Companion(s) must be identified at the time of the trip request and have same origin and destination as the eligible rider.

2.6. Consumer: BRTA eligible rider as determined by the BRTA (also referred to as "customer", "rider" or "passenger").

2.7. Contractor: For the purposes of this procurement, transportation provider or vendor.

2.8. Curb-to-Curb Service: ADA passengers are required to meet the vehicle at the curb and drivers will only provide assistance into and out of the vehicle at pick-up and drop-off locations. Drivers are required to ask each passenger what assistance, if any is needed.

2.9. Door-to-Door Service: Premium Service passengers when requested may receive assistance getting to / from the vehicle and the door to the building. Contractor shall provide door-to-door service to the maximum extent possible without "losing control and oversight" of vehicles or other passengers. This is defined as assistance to or from the exterior-most door of a place of residence or designated address. This does not mean interior doors within an apartment complex, large medical facility, or other large facility. BRTA does not condone drivers going beyond the threshold of the exterior-most door and will not accept responsibility for services rendered beyond this point. Drivers are cautioned to adhere to the policy when providing assistance to the exterior door.

If the passenger must have assistance to or from the exterior-most door, it is the passenger's responsibility to have a PCA or companion travel with him/her for that purpose or arrange to have someone other than the driver assist him/her at the origin/destination.

2.10. DOT: U.S. Department of Transportation

2.11. FTA: Federal Transit Administration

2.12. Fixed Route: Scheduled bus service funded by the BRTA within its service area.

2.13. Loaded Mile: The distance traveled while a consumer is in the vehicle.

2.14. Personal Care Attendant (PCA): Eligible riders are entitled to be accompanied by a PCA and must be listed on the eligible riders ADA Eligibility Application form. PCA's must be identified at the time of the trip request, ride free of charge and have same origin and destination as the eligible rider.

2.15. Respondent: For this procurement, any organization deemed responsive to provide any of the agency specific transportation services included in this RFP.

2.16. Service Animal: Service animals are animals that are individually trained to perform tasks for people with disabilities such as guiding people who are blind, alerting people who are deaf, pulling wheelchairs, alerting and protecting a person who is having a seizure, or performing other special tasks. Service animals are working animals, not pets.

2.17. Shared-Ride service: Passengers with similar points or origin, destination and day and time are grouped together on the same vehicle. Effort should be made to negotiate reasonable pick-up and drop-off times to allow group rides.

2.18. Trip: A one-way movement of a consumer between two points.

3. SCOPE OF SERVICES

3.1. Service Area

3.1.1 The ADA service area is defined as an area within ¾ of a mile surrounding each BRTA fixed route. BRTA bus routes currently operate in the cities / towns of Adams, Cheshire, Dalton, Great Barrington, Hinsdale, Lanesborough, Lee, Lenox, North Adams, Pittsfield Stockbridge, and Williamstown, MA. Any changes to the BRTA's fixed route schedule directly impacts the paratransit service area.

Communities currently receiving ADA Paratransit include Adams, Alford, Becket, Cheshire, Clarksburg, Dalton, Egremont, Florida, Great Barrington, Hinsdale, Lanesborough, Lee, Lenox, Monterey, Mount Washington, North Adams, Otis, Pittsfield, Richmond, Sheffield, Stockbridge, Washington, Williamstown, and Windsor, MA.

3.1.2 The Premium Service area includes without restriction the following cities / towns in Massachusetts: Adams, Becket, Cheshire, Clarksburg, Dalton, Florida, Great Barrington, Hinsdale, Lanesborough, Lee, Lenox, Monterey, North Adams, Otis, Pittsfield, Richmond, Stockbridge, Washington, Williamstown and Windsor, MA. (APPENDIX I).

3.2. Operating Schedule

3.2.1 ADA Service will be provided during the hours the fixed route bus service is on the road. Although specific hours may change throughout the duration of the contract, they are generally 5:45AM – 7:20PM Weekdays and 7:15AM – 7:00PM on Saturday. There is no service on Sunday or on the following holidays: New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving, and Christmas. (PLEASE REFER TO APPENDIX II)

3.2.2 Premium Service is available daily throughout the year, twenty-four hours each day.

3.3. Changes In Service

The BRTA reserves the right, at any time by written order, to make changes within the general scope of the contract regarding the services to be performed, so long as the changes do not have substantial effect on the contract Operators cost of providing the service. Such changes may include, but are not limited to, record keeping/reporting requirements, federal and state legislative action, and additional driver training and operational policy changes. If the required change would have a substantial effect on the cost of operations, an equitable adjustment in the rates of compensation will be negotiated.

3.3.1 An Inclement Weather Policy will be crafted within 90 days after July 1, 2011 between BRTA and the contractor. The contractor will be expected to follow all policies and procedures included in the Inclement Weather Policy.

3.4. Trip Reservations and Scheduling

3.4.1. The Contractor will accept trip requests up to 5:00PM the day before travel. The contractor will then be required to construct driver manifests/vehicle schedules for the next day of operation and must notify each rider if there is a change to their originally scheduled pick-up, including the pick-up window of time. The call-backs to riders should occur as early as possible the evening before travel, no later than 9:00PM.

3.4.2. Manifests will include passenger's name, the location of each passenger's pick up and drop-off point, scheduled arrival times and actual arrival times, odometer reading for each trip listed (origin and

destination), trip status including cancellations and no-shows, and fare collected. It should also include whether the passenger travels using a wheelchair, travels with a companion or personal care attendant, and any special circumstances or requirements pertaining to the passenger.

3.4.3 Same day trip requests may be added on during the same service day, if schedules permit. Trips cancelled prior to service will be handled in the same manner as add-ons. A daily log must be maintained to document add-ons, cancellations, no-shows, missed trips, and excessively long trips (longer than 1.5 times the duration of similar trip on fixed route). A monthly report of all of these incidents must be submitted with the invoice (See APPENDIX X).

3.4.4 Negotiating pick-up times is permissible in an effort to achieve operational efficiency. The ADA allows for trips to be scheduled plus or minus one hour of the requested pickup time. Passenger should not be scheduled to a pick-up time resulting in an arrival time past their appointment time. Providing options for pick-up times to the passenger is a practice recommended by BRTA.

3.4.5 BRTA may provide, at its discretion, a list of acceptable locations where BRTA contracted vehicles may be parked when non-revenue time does not permit an efficient use or return of the vehicle to the paratransit operations center or satellite locations. These locations will include but are not be limited to BRTA facilities such as operations centers, park & rides, and transit centers.

BRTA contracted vehicles should not be stopped at locations during vehicle dead time that may reflect poorly upon BRTA's public image. These locations include, but are not limited to:

- Operators' home or any private residence.
- Any location outside the BRTA service area.
- Adult entertainment establishments, bars, or gambling establishments.
- Any location that may result in disturbing a residential area.
- Any location that may unnecessarily expose the vehicle to risk.

3.4.6 In an effort to increase service efficiency and customer service, BRTA is currently evaluating a scheduling and dispatching paratransit program that could be provided to the contractor in Year 2 of the contract. BRTA would control the software and would provide the appropriate number of "seats" for contractor's operation. BRTA would also provide training for designated contractor employees. The system being reviewed is Route Match. The contractor will be expected to assist with implementation and transition of the software if implemented.

If implemented the software would include on-board communication as well as Geographic Information System (GIS), Automated Vehicle Location (AVL) and on-board trip information technology. Initial training will be provided by BRTA to educate drivers in the proper use and maintenance of this equipment. Any damage to the on-board units will

be the responsibility of the contractor. All vehicles will be required to use the on-board technology. Once software and hardware is implemented and deployed, the contractor must operate completely through this venue. Any and all information, data and operational function that is handled by the software will be fully utilized by the contractor at all times.

3.5. Monitoring and Supervision

The Contractor shall be responsible for monitoring and supervising street service and informing the BRTA of service delays and assistance needed to ensure that the schedule is maintained. Documentation of service delays must be maintained on a dispatcher's log and submitted monthly with the performance log and invoice (APPENDIX X). Any change affecting a passenger's eligibility status must be reported immediately to BRTA's Eligibility Contractor and BRTA.

3.6. Performance Log

The Contractor shall maintain a log with information on safety concerns, passenger complaints, passenger behavior problems and any other activity reasonably required as an operations record. The Contractor shall email the log to the BRTA Office Manager weekly on routine matters that have been resolved or no later than 24 hours if intervention by BRTA staff is needed.

3.7. Refusal of Service

Provider shall not refuse service to BRTA eligible ADA riders making eligible trips except when the location is inaccessible or the customer's behavior is violent, illegal, or seriously disruptive. Dispatchers shall take appropriate actions to handle any of these situations when they arise. Locations encountered that are felt to be inaccessible shall be brought to the attention of BRTA who will assess the location and make a final determination about future service to that site. Incidents of violent, illegal or seriously disruptive behavior shall immediately be brought to the attention of BRTA Office Manager. BRTA shall then investigate the incident and determine the course of action concerning future service to any riders involved. The Contractor shall have the right to refuse service to a passenger at the time of pick up, if the passenger's mobility device does not meet definition under 49 CFR Part 37.3. All service denials must be reported to the BRTA Office Manager <u>immediately</u>. Should a passenger not accept an assigned trip time which is within the acceptable ADA criteria or alternative options, the contractor shall mark this as a refused ride and inform the passenger.

3.8. Fares

3.8.1 Passengers pre-pay for trips by purchasing fare tickets in advance from the BRTA. The Contractor shall collect a fare ticket from each customer. The fair ticket must be for the appropriate fare value of the trip being provided. This fare ticket is to be retained by the Contractor and submitted with the trip invoice to the BRTA. The passenger fare is to be

paid according to the BRTA's fare structure. (See Appendix IV) The current fare structure is:

- Americans with Disabilities Act (ADA) Service: $2.50 for each town of travel with a maximum fare of $10.

- Premium Service: $7.50 for the first town of travel and $2.50 for each additional town of travel.

3.8.2 Customers are required to submit a valid BRTA ticket to the driver appropriate for the type of service and length of trip. Contractor must provide tickets with invoices. Trips invoiced without the required BRTA fare ticket will not be accepted for payment to the Contractor.

3.8.3 Drivers shall not accept tips or indicate to customers a tip is expected.

3.9 Compliance With Regulations

3.9.1 Contractors must be in compliance with all applicable laws by the Massachusetts Department of Telecommunications and Energy, Executive Office of Transportation, the Americans With Disabilities Act (ADA) and the Federal Transit Administration Drug Testing Requirements and any applicable rules, regulations, ordinances, orders or requirements of any governmental authority relating to the delivery of the Services described in this RFP and the agreement that will result from this selection process. Contractors shall provide all requested information for State and Federal Reporting requirements in a timely manner (APPENDIX VI & APPENDIX VII).

3.9.2 The Provider shall promptly pay all fines, penalties and damages that may arise out of or are imposed by regulatory agency because of the Provider's failure to comply with the provisions of this Section and shall indemnify the BRTA against any liability incurred.

3.10 Facilities

3.10.1 Operating Base

Contractors shall provide a main operating base with adequate facilities for secure administration, operations, and maintenance functions necessary to provide services required under this scope and the subsequent contract subject to this RFP process. Contractors with an operating base outside the local calling area, must provide toll-free telephone access (or a Telephone Number that can be dialed locally from Pittsfield, MA, and also from each BRTA member community eligible to receive service).

Contractors will also be required to designate three locations, North, Central and South County for secure storage and run origination of vehicles serving those areas of Berkshire County.

3.10.2 Communications

Contractors will be required to maintain communications equipment provided for each contracted vehicle by BRTA or designated vehicle in agreement with BRTA while performing service under this contract. An adequate number of base stations and mobile units capable of maintaining clear and constant communication between the Contractor's office and drivers shall be maintained.

3.10.3 Security

Contractors shall take all reasonable and necessary precautions to provide security for any equipment provided by the BRTA and/or used on BRTA contracts, as well as records of operations and maintenance.

3.10.4 Telephone/Fax/Internet

3.10.4.1 Contractors shall equip their administration and supervisory office with sufficient voice telephone lines and internet access to ensure that the supervisors and administrative staff can be reached during service hours, electronic reporting requirements can be completed and flow of information will not be limited by phone.

3.11 Vehicles

BRTA is working to secure an ADA Complimentary Paratransit vehicle fleet that will be provided to contractor under a lease agreement still to be determined. If BRTA provides vehicles for this contract,

BRTA will be responsible for the following:

- Providing fully ADA compliant vehicles
- Providing vehicles properly painted and decaled as per BRTA standards
- All safety equipment will be provided with each vehicle.
- Insurance for vehicles
- Fuel cards and designation of fueling facilities
- Provide all scheduled and un-scheduled maintenance on vehicles including tire replacement and communications equipment service.
- Vehicle communications hardware as new software is implemented.
- Determine vehicle replacement schedule

- Register each vehicle with State of Massachusetts Registry of Motor Vehicles and provide proper documentation

Contractor will be responsible for the following:

- Any maintenance costs incurred by BRTA or its subcontractors due to negligence, incidents or accidents with BRTA vehicles operated by contractor will be charged to contractor.
- Replacement of safety equipment due to wear, neglect or theft will be the responsibility of the contractor.
- Contractor will be responsible for delivering vehicles to BRTA for scheduled and unscheduled maintenance.
- Maintain vehicle file for each vehicle.
- Fueling and adding fluids as needed at BRTA designated service centers.
- Maintain fueling records and security of fuel cards.
- Providing minor maintenance and repairs (i.e. remove and replace windshield wiper, add fluids, remove and replace light bulbs) with documentation to be kept on file and copied to BRTA weekly.
- Maintaining fleet levels to manage trip needs.
- Follow Sections 3.11.6 – 3.11.20.

Proposers shall submit pricing based on two scenarios for each of the three tiers of service.

1. BRTA providing vehicles.
2. Contractor providing vehicles meeting the requirements listed below.

The Contractor shall:

3.11.1 Ensure that all vehicles are owned, leased, or otherwise controlled by the Transportation provider by means of a written agreement. Incur all insurance costs and must satisfy insurance thresholds with BRTA named as additional insured.

3.11.2 Ensure that vehicles identified and used to provide transportation services under this contract shall be well maintained and in good working order and condition. No vehicles shall be older than the following from the date of manufacture during the contract period:

a. Vans, sedans, & station wagons five (5) years

b. Wheelchair lift equipped vehicles seven (7) years

c. Vehicles with capacity in excess of 15 seven (7) years

3.11.3 Ensure that vehicles, upon inspection and approval of the BRTA, may exceed this limitation by no more than six (6) months during the final six-month period of the contract.

3.11.4 Ensure that vehicles have a passenger capacity of no less than six (6), including the driver.

3.11.5 Ensure that wheelchair vehicles are equipped with

a. 403 Compliant lift

b. A roof raised at least 12 inches

c. Raised side doors at least 54 inches high

d. Standard mobility device four point tie-down system including lap and shoulder belt that would secure each common wheelchair and secure the passenger independently This includes scooters and any other mobility device meeting the ADA's definition of common wheelchair.

3.11.6 Ensure that all vehicles used in service are maintained in good working order (including but not limited to brakes, tires, heater, windshield, wipers, defroster, speedometer, etc) with an established preventive maintenance program and all necessary gasoline, oil, grease, and repairs furnished through the entire period of the contract.

3.11.7 Ensure that such vehicles and the operation of such vehicles shall conform to the relevant provisions of the General Laws of the Commonwealth of Massachusetts and the rules and regulations of the Registry of Motor Vehicles, comply with all applicable motor vehicle and equipment laws of the Commonwealth of Massachusetts and provide the BRTA with written certificates of such compliance upon request thereof. All vehicles used in service shall be garaged in the service area and registered in the Commonwealth of Massachusetts.

3.11.8 Ensure that such vehicles have passed an inspection by the Registry of Motor Vehicles, prior to being used for transportation concerned herewith; maintain written verification thereof; and send copies to the BRTA during normal business hours.

3.11.9 Ensure that each vehicle used in service is clearly identified with the corporate name (or business name), vehicle number and BRTA main phone number affixed to the vehicle in a permanent or semi-permanent manner in no less than two inch high letters. One location of such name shall be on the right side of the passenger's door, and the other shall be located on the rear of the vehicle. (Refer to 540 CMR Registry of Motor Vehicles)

3.11.10 Ensure that a seat with an installed seat belt is available for each passenger and the driver of the relevant vehicle.

3.11.11 Equip all vehicles with the following minimum safety equipment, and ensure that all such equipment is in proper working condition during the provision of services covered by this proposal.

- ✓ Flares/Reflectors
- ✓ Fire Extinguisher (A fire extinguisher having an Underwriters' Laboratories rating of 5 B:C or more)
- ✓ First aid kit
- ✓ Flashlight
- ✓ Drag blanket (approved by the Department of Public Health)
- ✓ Emergency seat belt cutter located within easy reach of driver
- ✓ Spare tire and jack
- ✓ Portable step (capable of holding 1000 lbs., designed for transit use, all aluminum construction, anti-tip design, non-slip angled leg rubber tip and non-slip surface) if first step exceeds 12 inches
- ✓ Bodily fluid clean up kit (OSHA approved)
- ✓ Windshield ice-scraper (during winter months)
- ✓ Working communications device

3.11.12 Equipment must be in proper working condition at all times. Assure that air conditioning and heating systems have sufficient capacity to cool/heat the entire vehicle.

3.11.13 Equip each vehicle with snow tires or their equivalent during the period from November 15th through April 15th of any applicable year, or any partial period thereof.

3.11.14 Ensure that Accessible vehicles shall be capable of transporting seated passengers and passengers in wheelchairs. Vehicles shall be equipped with wheelchair lift and securement stations that meet ADA requirements. An inventory of vehicles will be required as part of the proposal which will include seating capacity and wheelchair capability.

3.11.15 Ensure that all equipment is properly secured at all times and kept out of reach of consumers. The appearance and condition of any vehicle and equipment is subject to the discretion of the BRTA.

3.11.16 Any vehicle that fails to pass a mandated safety inspection, or upon inspection by the BRTA is determined not to meet all applicable regulations shall be removed from service immediately until the Contractor makes necessary repairs or modifications.

3.11.17 Ensure that all equipment used in service at any time meet all of the requirements as set forth in this document and in any particular attachments to this document. If the Transportation provider fails to comply with this provision, alternate quality service shall be authorized directly by the BRTA at the Transportation provider's expense.

3.11.18 Contractor bears all fuel costs and fluid costs for all vehicles used on this contract.

3.11.19 Maintain a spare vehicle ratio of a least 20% of projected vehicles required to perform service. Spares must conform to same requirements and standards as operational vehicles.

3.11.20 Cleanliness

3.11.20.1 The Contractor shall maintain the appearance and cleanliness of all vehicles it uses in service so as to provide a positive public image and appearance. No vehicle shall be operated with accident damage readily apparent to passengers. For cleanliness, reasonable exceptions will be made for usage during inclement weather. At all times the Contractor must insure that all vehicle windows, windshield, mirrors, and exterior lights are clean and clear.

3.11.20.2 Vehicle exteriors shall be washed at least once a week, and before being operated on any day if necessary to maintain a clean exterior appearance.

3.11.20.3 Vehicle interiors shall be swept and emptied of trash at least once daily, and shall be fully cleaned throughout at least once monthly. Vehicles shall be cleaned as needed before operation on any day to maintain the vehicles free of noticeable dirt, spills or odors, to prevent noticeable buildup of grime and grease on interior window surfaces, and to keep wheelchair securement components free of any deposits that would interfere with their use. Damaged or torn seats or other upholstery shall be replaced promptly.

3.11.20.4 Body fluids, which could pose a health hazard to passengers, shall be cleaned up immediately before picking up any additional passengers. Clean up kits must be available on each vehicle in service and drivers must be trained in their use as per OSHA .

3.11.20.5 Vehicle Records shall be kept for each vehicle operating on contract service. At a minimum the file should contain the following:

- Vehicle description, information number and license number.
- Vehicle maintenance history including description of maintenance performed, date and mileage.
- Vehicle equipment check log that verifies special equipment has been checked according to suggested manufacturer's schedule
- Vehicle maintenance requests submitted by drivers and what action was taken.
- Details of maintenance failures that result in a delay of service.

- Missed trips including road calls and vehicle replacement incidents.

3.11.20.6 Ensure that a towing contract with licensed towing company is in-place to retrieve contracted vehicles in case of breakdown or accidents in minimal amount of time. A report of any towing should accompany accident or breakdown reports to BRTA.

3.11.20.7 Ensure each vehicle used in contracted service has a fully operational two-way communication device with full communication service throughout the service area.

3.12 Drivers

3.12.1 Driver selection

The Contractors shall establish a formal selection process that shall include:

- Verification that the applicant has an appropriate license to the type of vehicle they will be operating, valid (for past 6 years) Massachusetts Driver's License or from a contiguous state.
- Drivers must have on file at the contractor's place of business a registry of Motor Vehicle Report prior to operating vehicles performing service under this RFP. The report must be updated annually. The contractor must exercise discretion in determining the appropriateness of any driver whose report indicates any violation. At a minimum, any record from the registry of motor vehicles that includes any of the following violations within the last 6 years, or a pattern of violations which suggest questionable judgment or decision making necessitating a prohibition of operating vehicles for service under this RFP:
    A. Driving under the influence of alcohol or drugs/driving while intoxicated.
    B. Reckless driving/driving to endanger
    C. Leaving the scene of an accident
    D. Driving without a license and/or insurance
    E. Driving with a suspended license
    F. Any record of multiple or repeated violations (other than parking)
- Verification that the applicant is physically capable of safely driving the program vehicles; a BRTA approved pre-employment physical and drug screen is required as part of a BRTA approved Drug and Alcohol Testing Policy.
- A criminal background check through Massachusetts's Department of Criminal Justice (DCJIS) - Criminal Offender Record Information (CORI) report must be completed on each driver operating in BRTA contracted service. No driver shall be employed for service under this contract that has been convicted of a felony. An equivalent background

check must be completed on any and all states the driver has resided in within the last 12 years.

- Verification of proper identification.
- Driver shall be no younger than 23 years of age at the start of this contract.
- Contractor must provide the BRTA prior to contract start date a complete list of qualified drivers (APPENDIX IX).

3.12.2 Unsatisfactory Driver Performance

The BRTA reserves the right to enjoin the Contractors from assigning particular drivers to service provided under this contract. If, as a result of a complaint, inspection or other means, information is received about improper, illegal or unsafe conduct of a Contractor's employee, the Contractor will be informed in writing once such a decision is made, including the findings on which the decision was made.

3.12.3 Driver Training

3.12.3.1 The Contractor shall provide an approved training and retraining program, to teach and maintain driver proficiency and the necessary skills to provide safe, courteous, efficient service to BRTA passengers. The driver training and re-training program shall include the following:

- Defensive driving, using a Nationally approved program.
- Passenger Assistance Safety and Security (PASS) Certification
- Operating procedures, including passenger assistance policies, fare collection, vehicle pre-operation checks, use of forms and record keeping, communications and dispatch procedures.
- Familiarization with the service area; map reading
- Distracted Driver Training
- Accident/Incident Procedures and Reporting
- Relevant policies and procedures contained in an Operator's Manual.
- Annual reviews of individual driver's responsibilities and performance.
- Semi-annual observations by supervisor of the driver's on-the-job performance including but not limited to driving technique, wheelchair securement, pre-trip inspection, communications and customer service. New drivers shall be road-tested with each different kind of vehicle to be sure they can handle them before passengers are carried.
- Maintaining records for all drivers to verify that the initial training, periodic training and follow-up to proficiency training has been received.

3.12.3.2 Drivers must be retrained in Defensive Driving every two years and Passenger Assistance Safety and Security (PASS) every three years. Individual training records shall be available for inspection by the BRTA on request. The BRTA reserves the right to require the Contractor to provide retraining approved by the BRTA to any driver at any time that the BRTA determines that a driver requires retraining.

3.12.4 Drug/Alcohol Testing

All drivers as well as other safety sensitive positions (dispatchers, schedulers etc…) will be subject to Drug/Alcohol Testing for pre-employment, random, post-accident, probable cause as required under Federal Transit Administration (FTA) Regulations 49 CFR Part 655 and Part 40. FTA regulation for random testing of safety sensitive positions requires that 50% of those employees be tested for drugs only and 10% tested for alcohol in a one year period. The Contractor will pay costs for testing. The fee includes all management services. If a contractor sub-contracts operation and / or routine maintenance of vehicles the sub-contractor is subject to FTA regulations. BRTA has a zero tolerance for all drug and alcohol screening. A refused test will be considered positive.

Separate employee files containing information and testing results related to Drug and Alcohol Testing shall be kept on each safety sensitive employee in secure area with limited access.

All contractor employed safety sensitive personnel will be required to participate in the existing BRTA Random Drug and Alcohol Testing Consortium. The contractor will be responsible for all costs associated with testing process.

3.12.5 English Fluency

All drivers shall be sufficiently skilled in English to carry on necessary conversations with passengers and the dispatcher, to read a vehicle schedule and fill out required reports. The Contractor is encouraged to hire bilingual drivers and customer service staff who can communicate with passengers, some of whom have limited or no English-speaking abilities.

3.12.6 No Smoking

Drivers shall not smoke, drink or eat at any time in or near a vehicle transporting BRTA passengers.

3.12.7 Driver Distraction

Drivers shall not use personal cell phones or headphones while on-duty driving. Contractor will follow BRTA Policies and guidance on the use of communication devices. Policies and training must be in place to cover all aspects of driver distractions and approved by BRTA.

3.12.8 Driver Records

The Contractor shall maintain a file on each driver that includes the following requirements:

- An employment application
- A completed I-9 form verifying work eligibility
- Photostat of a valid State of Massachusetts drivers license appropriate for the size vehicle to be operated.
- Copies of any Motor Vehicle Records.
- Verification the driver is physically capable of safely operating a motor vehicle. Verification shall be a DOT physical exam done by a State of Massachusetts licensed physician and evidence that a drug screen was done by a certified laboratory as part of the physical. DOT physicals are required every two years.
- Verification that a criminal background check (CORI) has been done.
- All required training shall be documented and signed by both the driver and instructor. Documentation must include date and type of training and/or re-training.
- Driver records file must include records of complaints, commendations, accidents and incident reports.

3.13 Passenger Assistance Policy

3.13.1 ADA Program

ADA Transportation provided under this contract is curb-to-curb service. Drivers shall provide assistance to each and every passenger who requires assistance, from curb-to-vehicle where the trip originates and from vehicle-to-curb of the destination. Since many passengers have hidden disabilities, drivers shall ask each passenger if they would like assistance and what type of assistance. If a passenger does not wish assistance, the driver shall be close enough to provide assistance if suddenly necessary and visually confirm that the passenger makes it safely to the curb at the destination. Drivers shall exercise tact at times to ensure passenger's safety and allow them dignity and pride. Drivers shall identify themselves and confirm passenger name verbally to passengers with sight impairments. Drivers are not to provide assistance to or through doors, nor are drivers to assist up or down stairs. Drivers are not to assist with groceries or other parcels; passengers are informed to bring only what they can carry or to have someone travel with them to carry additional parcels. All drivers are expected to use professional judgment when providing services to disabled riders. If necessary, additional assistance may be given if the situation dictates the need.

3.13.2 Premium Service Program

Premium Service Program transportation provided under this contract is door-to-door service. All provisions of Section 3.13.1 above will apply with the exception that drivers for customers of this program WILL provide assistance accepted by customers to doors of buildings and to common / public areas. Except for a critically dangerous situation, under no circumstances should a driver attempt to pick up or carry a customer. Driver's who leave their vehicle in order to provide assistance must ensure that the vehicle is secured with the emergency brake set on, the engine turned off and the ignition key taken and kept by the driver. Schedulers and drivers must take into account and avoid situations where passengers are left un-attended on vehicle.

3.13.3 Waiting for and Notifying Passengers

3.13.3.1 Drivers shall wait up to five minutes after parking the vehicle in clear view of the passenger's residence or other pick up location, or where that is not possible, taking other reasonable steps to notify the customer that the vehicle is waiting. Reasonable steps include having the dispatcher call the passenger's home or the facility from which the passenger is leaving and/or honking the horn for visually impaired passengers.

3.13.3.2 If the passenger cannot be located, it will be considered a No Show and indicated on the manifest. The Contractor's dispatcher must be notified immediately of the No-Show so the return trip can be cancelled. No-Shows will not be billed to the BRTA. The BRTA will make every effort to remove persons who chronically No Show from the system.

3.14 Project Manager

3.14.1 Responsibilities

3.14.1.1 The Contractor shall designate a Project Manager located at the Contractor's operating facility. The Project Manager shall regularly advise the BRTA when he or she will not be on-site during normal business hours (not including lunch). The Project Manager shall be the Contractor's principal point of contact with the BRTA and shall be responsible for overall operations management.

3.14.1.2 The Project Manager shall be available to meet with BRTA staff, upon request, regarding all aspects of the Contractor's responsibilities under this contract. The Project Manager shall be available when requested by the BRTA for attendance at meetings with the public, advisory committees, and other groups as deemed appropriate and necessary by the BRTA.

3.14.2 Availability and Emergency Phone Numbers

At all times when the Contractors are engaged in BRTA operations, the Project Manager or a person of supervisory rank designated by the Project Manager in advance shall be available in person or by telephone. The Contractors may use a pager or cell phone to comply with this requirement. The Project Manager or the person designated by the Project Manager shall be empowered and qualified to take any reasonable required action and inform the designated BRTA contact in the event of an emergency. The Contractor shall provide emergency phone numbers for all key administrative personnel.

4. PERFORMANCE STANDARDS

Strict adherence to service performance standards set forth in this document is required of service provided by the Contractor under this contract. Failure to meet service standards could result in termination of contract.

4.1 Satisfactory Vehicle and Driver

A vehicle or driver not meeting requirements of this contract as specified shall carry no passenger.

4.2 On-Time Performance

Contractors must maintain a minimum of 90% on-time performance. Manifests generated will show a twenty (20) minute pick-up window. Performance will be measured using the twenty (20) minute window. Drivers must wait five (5) minutes upon arrival for the customer to board. On-Time Performance Schedule will be available upon award of contract.

4.3 Missed Pick-ups

The Contractor's personnel shall act in a responsible and competent fashion to assist the BRTA to be sure no scheduled pick-ups are missed. For purposes of this standard, a late pick-up, which is after the twenty (20) minute window, shall be considered to have been late.

4.4 Service Availability

The service availability requirements of this contract are met when:

4.4.1 A vehicle and driver meeting the requirements of this contract are available to safely maintain all vehicle schedules requested by customers and/or the BRTA, except in the case of vehicle breakdown, accident, or similar service interruption beyond the Contractor's control.

4.4.2 In cases where service is interrupted because of vehicle breakdown, accident or similar service interruption, the Contractor sends a relief vehicle and/or driver to resume service within 30 minutes.

4.5 Accidents

4.5.1 Contractors are to report all accidents from the scene to the BRTA Assistant Administrator. The Contractor is responsible for responding to, investigating, and submitting to the BRTA a detailed written report within 24 hours about any accident that involves vehicles and/or drivers providing service under this contract.

4.5.2 Failure to report an accident/incident involving a BRTA customer may be grounds for termination of the contract.

4.5.3 Information regarding any accident or incident shall only be shared with law enforcement officials, contract manager, BRTA officials or individuals or agencies designated by BRTA.

4.6 Passenger Complaints

4.6.1 The BRTA will receive and process all customer complaints. Contractors are expected to investigate and resolve all Contractor-related service complaints in a timely and satisfactory manner. Complaint reports will be emailed by the BRTA to Contractors; a satisfactory response must be returned within 48 hours.

4.6.2 A Contractor shall have no more than 1.7 confirmed and validated complaints per 1,000 customer boardings.

4.7 Passenger Per Hour/Mile

4.7.1 As a shared ride Public Transportation System, the goal is to transport customers as cost-effectively as possible by multi-loading vehicles. In order to monitor the efficiency of the system, a benchmark of 1.4 passengers per hour is the established minimum requirement.

4.7.2 The Contractors will, through scheduling and assigning trips, which can be grouped whenever possible based on geographic location and vehicle capacity.

4.8 Reporting

4.8.1 The Contractor shall provide reports upon request, which includes:

4.8.1.1 Information as may be required by Federal Transit Administration's National Transit Database reporting requirement, Massachusetts Executive Office of Transportation and information requested by the local Metropolitan Planning Organization (APPENDIX VI & VII).

4.8.1.2 A summary of significant incidents and issues based on the Performance Log specified in Section 3.7, Scope of Service. The summary shall include at a minimum a listing of late or missed vehicle schedules, missed pick-ups, service interruptions, accidents and incidents. (APPENDIX X).

4.9 Cooperation

The Contractor shall cooperate with the BRTA in monitoring service through activities such as passenger surveys and recording passenger boarding, fare payment, contract compliance, Quality Assurance and Management Reviews.

5. GENERAL TERMS & CONDITIONS

5.1. RFR Closing Date

Proposals must be received by the Berkshire Regional Transit Authority, One Columbus Avenue – Suite 201, Pittsfield, MA 01201, no later than 2:00PM, local time, on Wednesday, March 9, 2011. Proposals received after this time will not be considered.

5.2 Proposed Schedule

Monday, February 9, 2011	RFP Documents available at BRTA website
Monday, February 21, 2011	Pre-Bid Meeting at BRTA, One Columbus Avenue – Suite 201, Pittsfield, MA at 10:00AM – 11:00AM EST
Tuesday, February 22, 2011	Written questions to this RFP will no longer be received after 2:00 P.M. EST
Tuesday, March 1, 2011	Clarifications, amendments and responses to written inquiries will be posted on BRTA's website
Wednesday, March 9, 2011	Proposal and Price Quotes due to BRTA by 2:00PM EST
Monday, April 4, 2011	Evaluation process becomes finalized and recommendations made to BRTA Administrator
Friday, April 15, 2011	Administrator makes final selection determination based on recommendations and own due diligence.
Friday, July 1, 2011	Contract begins

All dates in this paragraph 5.2 are estimated and subject to change. Monitor the BRTA web site for any changes or addendums. The BRTA reserves the right to hold oral presentations and negotiations with selected proposers during the evaluation period. Proposers must be flexible and available to schedule their participation in such activities if requested. Should negotiations with the chosen Proposer fail to complete by April 29, 2011, the BRTA reserves the right to terminate them and begin negotiations with the second choice Proposer.

5.3 Delivery of Proposals

All Proposals shall be sealed and delivered or mailed to (faxes and emails will not be accepted):
Berkshire Regional Transit Authority
Attn: Gary Shepard, Administrator
One Columbus Avenue – Suite 201
Pittsfield, MA 01201

Mark packages **"RFP #11-P-001, Berkshire Paratransit Service"**

Note: Please ensure that if a third party carrier (Federal Express, Airborne, UPS etc.) is used, that they are properly instructed to deliver your proposal to the BRTA Administration Offices at the address listed above. To be considered **a proposal must be received and accepted at the BRTA Administration Offices before the RFP Closing Date and Time.**

5.4 Pre-proposal Conference

5.4.1 A pre-proposal conference will be held at The BRTA, One Columbus Avenue – Suite 201, Pittsfield, MA 01201 at 10:00AM, local time, Monday, February 21, 2011. This is not a mandatory meeting.

5.4.2 Individuals covered by the Americans with Disabilities Act of 1990 in need of accommodations to attend public RFP openings or meetings should contact the BRTA Administration Offices (413)499-2782 at least five (5) days prior to the date.

5.5 Public RFP Opening

5.5.1 Only the names of the firms submitting proposals will be read aloud at the RFP opening.

5.5.2 A complete tabulation of proposals will be available after it is completed. A copy of the completed proposal may be provided upon request.

5.5.3 Individuals covered by the Americans with Disabilities Act of 1990 in need of accommodations to attend public RFP openings or meetings should contact the BRTA Administration Offices (413)499-2782 at least five (5) days prior to the date.

5.6 Proposal Forms

5.6.1 See Submittal Requirements (Section 7) for complete details.

5.6.2 Each respondent shall submit five (5) complete sets of the proposal form, one (1) marked "ORIGINAL" and four (4) marked "COPY". The proposal shall be submitted on an exact copy of the attached proposal form.

5.6.3 The proposal form must be signed by an official authorized to legally bind the respondent to all RFP provisions contained herein.

5.6.4 Terms and conditions differing from those in this RFP may be cause for disqualification of the proposal.

5.7 Questions Concerning RFP

5.7.1 Questions concerning any portion of this RFP shall be directed in writing to Gary Shepard, who shall be the official point of contact for this RFP. Questions should be submitted by 2:00 P.M. EST on February 22, 2011.

5.7.2 Mark cover page or envelope(s) "Questions on RFP #11-P-001, Berkshire Paratransit Service.
Submit questions to:
Gary Shepard, Administrator
BRTA
One Columbus Avenue – Suite 201
Pittsfield, MA 01201
Fax: 413-442-2536
Email: Gary.Shepard@bershirerta.com

5.8 Clarification and Addenda

5.8.1 It is incumbent upon each respondent to carefully examine all specifications, terms and conditions contained herein. Any inquiries, suggestions, or requests concerning interpretation, clarification or additional information shall be made in writing, (facsimile transmissions acceptable, 413-442-2536) through the point of contact person named above. The BRTA will not be responsible for any oral representation(s) given by any employee, representative or others. The issuance of a written addendum is the only official method by which interpretation, clarification or additional information can be given.

5.8.2 Addenda notices will be posted on the BRTA website, http://www.berkshirerta.com/business.php. Respondents are responsible to periodically review for updates. Addenda 1 will have written Q & A available on 3/1/11.

5.9 Award

The BRTA reserves the right to award the contract to the proposer(s) that the BRTA deems to offer the best overall proposal(s). The BRTA is therefore not bound to accept a proposal on the basis of lowest price. In addition, the BRTA at its sole discretion, reserves the right to cancel this RFP, to reject any and all proposals, to waive any and all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the best interest of the BRTA to do so. The BRTA also reserves the right to make multiple awards, based on experience and qualifications if it is deemed to be in the BRTA's best interest.

5.10 Public Records.

All responses and information submitted in response to this RFP are subject to the Massachusetts Public Records Law, M.G.L., Chapter 66, Section 10, and to Chapter 4, Section 7, Subsection 26. Any statements in submitted responses that are inconsistent with these statutes shall be disregarded.

5.11 Contract

The contents of this RFP and all provisions of the successful proposal deemed pertinent by the BRTA may be incorporated into a contract and become legally binding. A separate contract document, other than the RFP, will be issued.

5.12 Proposer's Responsibility

5.12.1 A proposer, by submitting a proposal represents that:

5.12.2 The proposer has read and understands the RFP in its entirety that and the proposal is made in accordance therewith and;

5.12.3 The proposer possesses the capabilities, resources, and personnel necessary to provide efficient and successful service to the BRTA.

5.12.4 Before submitting a proposal, each proposer shall make all investigations and examinations necessary to ascertain site and/or local conditions and requirements affecting the full performance of the contract and to verify any representations made by the BRTA, upon which the proposer will rely. If the respondent receives an award because of its proposal submission, failure to have made such investigations and examinations will in no way relieve the proposer from its obligations to comply in every detail with all provisions and requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim by the proposer for additional compensation or relief.

5.13 Payment Terms

As full consideration for satisfactory performance under the Contract, the Contractor shall be paid according to the rates established in the contract. The BRTA will reimburse the Contractor, absent substantial disagreement, less any penalty for non-performance, within 30 days from the date of submission of the invoice.

5.14 Conflict of Interest, Clean Hands and Significant Stakeholders Disclosure Form

All proposers shall complete and have notarized the attached disclosure form of any potential conflict of interest that the proposer may have due to ownership, other clients, contracts, or interest associated with this project.

5.15. Certificates

The BRTA reserves the right to require proof that the respondent is an established business and is abiding by the Ordinances, Regulations and Laws of their community and the State of Massachusetts, such as but not limited to: Business Licenses, Massachusetts Tax Registration, Federal Employers Identification Number.

5.16. Minor Irregularities

The BRTA reserves the right to waive minor irregularities in proposals, providing such action is in the best interest of the BRTA. Minor irregularities are defined as those that have no adverse effect on the BRTA's best interests, and will not affect the outcome of the selection process by giving the respondent an advantage or benefit not enjoyed by other proposers.

5.17. Insurance Requirements

5.17.1. The successful proposer shall secure and maintain, at its sole cost and expense during the contract term, liability for bodily injuries and/or death with minimum limits of $500,000 per person/$1,000,000 per accident and property damage coverage with a minimum limit of $100, 000 The required Certificate of Insurance must list the BRTA as an Additional Insured if BRTA does not provide the vehicles.

5.17.2. The contractor shall submit to BRTA a Certificate of Insurance containing the following language (Worker's Compensation Certificates of Insurance are exempt from including this language): "Berkshire Regional Transit Authority is Additional Insured with respect to the services provided by the insured where required by written contract. No cancellations or revisions shall be made unless written notice thereof is given to BRTA, One Columbus Avenue – Suite 201, Pittsfield, MA 02101, at least thirty (30) days prior to the intended date of cancellation/revision, by mail, postage prepaid and evidenced by return receipt."

5.17.3. The contractor shall file the certificates of insurance required in accordance with this specification with BRTA within ten (10) business days of Contract(s) signing and by July 1st of each year thereafter during the period of an awarded contract.

5.17.4. The contractor shall provide and maintain all insurance required by law for its employees, worker's compensation and unemployment compensation, in accordance with the statutory requirements of the State of Massachusetts.

5.17.5. The contractor shall provide adequate proof of the fulfillment of any of the requirements of this section to the BRTA within seven (7) calendar days of its receipt of a written request.

5.17.6. The insurance shall be with an acceptable insurance company authorized to do business in the Commonwealth of Massachusetts.

5.17.7. Award of contract is contingent upon the Proposer meeting the above insurance requirements.

5.18. Omissions

The Contractor shall be responsible for providing all services, equipment, facilities, and functions which are necessary for the safe, reliable, efficient and well-managed operation of a curb-to-curb and door-to-door paratransit system for people with disabilities in compliance with the Americans with Disabilities Act, within the general parameters described in the RFP, consistent with established industry practices, regardless of whether those services, equipment, facilities, and functions are specifically mentioned in this RFP or not.

5.19. Additional Language

The BRTA reserves the right to introduce additional terms and conditions at the time the final contract is negotiated. Any additional terms or conditions would be limited to ones having the effect of clarifying the RFP language and/or correcting defects, such as omissions or misstatements, which are discovered after the RFP is issued.

5.20. Award Term

Successful proposer(s) shall be awarded a contract through June 30, 2014. The BRTA reserves the right to include an option or options to extend the term for up to two additional years.

5.21. Waiver

5.21.1. Failure to Complain. Failure of either party hereto to complain of any act or failure to act, or other condition which constitutes a breach of the other party's duties hereunder, no matter how long the same may continue, shall not be deemed to constitute a waiver by the first party of any of its rights hereunder. No waiver by either party at any time, express or implied, of any breach of any provision of the Agreement shall be deemed to constitute a waiver of a breach of any other provision of the Agreement, nor a consent to the continued, or any subsequent breach of the same duty. If any action by either party shall require the other party's consent or approval, the first party's consent or approval to any such action on any one occasion shall not be deemed to constitute a consent to or approval of said action on any separate, subsequent occasion, nor a consent to or approval of any other action on the same or other subsequent occasion.

5.21.2. Acceptance of Payments. No payments by the BRTA, or acceptance thereof by the Contractor, or payments by the Contractor accepted by the BRTA, of a lesser amount than shall actually be due from each to the other shall be deemed to be anything other than a payment on account, and the acceptance by either party of a check from the other for a lesser amount is being tendered as payment in full, shall not be deemed an accord and satisfaction, and the payee can accept any payment without prejudice to its right to recover whatever balance is actually due it hereunder.

5.21.3. Cumulative Remedies. Any and all rights and remedies which either party may have under the terms of this Agreement, or by operation of law, either at law or in equity, upon any breach of the terms hereof shall be distinct, separate and cumulative, and shall not be deemed inconsistent with each other; and no one of them, whether exercised by either party or not, shall be deemed to be in exclusion of any other; and any two or more of all rights and remedies may be exercised at the same time to the extent permitted by applicable law.

5.22. Incurred Expenses

This RFP does not commit the BRTA to award a contract. Nor shall the BRTA be responsible for any cost or expense which may be incurred by the proposer in preparing and submitting the proposal called for in this RFP, or any cost or expense incurred by the proposer prior to the execution of a contract agreement.

5.23. Post-Proposal Discussions with Respondents

It is the BRTA's intent to award a contract(s) to the proposer(s) deemed most advantageous to the BRTA in accordance with the evaluation criteria discussed in Section 6.2. The BRTA reserves the right however, to conduct post-closing discussions with any proposer.

5.24. Minimum Specifications

The specifications listed in the Scope of Service are the minimum required performance specifications for this RFP. They are not intended to limit competition nor specify any particular proposer, but, to ensure that the BRTA receives quality services.

5.25. Change in Scope of Services/Work

5.25.1. The BRTA may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the contract. No claims may be made by the respondent that the scope of the project or of the respondent's services has been changed, requiring changes to the amount of compensation to the respondent or other adjustments to the contract, unless such charges or adjustments have been made by written amendment to the contract signed by the BRTA Administrator, and the proposer.

5.25.2. If the proposer believes that any particular work is not within the scope of work of the contract, is a material change, or will otherwise require more compensation to the proposer, the proposer must immediately notify the BRTA in writing of this belief. If the BRTA believes that the particular work is within the scope of the contract as written, the proposer will be ordered to and shall continue with the work as changed and at the cost stated for work within the scope. The proposer must assert its right to an adjustment under this clause within thirty (30) days from the date of receipt of the written order.

5.25.3. The BRTA reserves the right to negotiate with the awarded proposer(s) without completing the competitive RFP process for materials, products, and/or items similar in nature to those specified within this RFP for which requirements were not known when the RFP was released.

5.26. Contractor's Personnel

5.26.1. The contractor shall be responsible for ensuring that its employees and agents comply with all applicable laws and regulations and meet all federal, state and local requirements related to their employment and position.

5.26.2. During the performance of the contract, the proposer agrees to the following: The proposer shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability or national origin, except when such condition is a bona fide occupational qualification reasonably necessary for the normal operations of the proposer. The proposer agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause.

5.26.3. Any information concerning the BRTA, its products, services, personnel, policies or any other aspect of its business learned by the contractor or personnel furnished by the contractor in the course of providing services pursuant to this Agreement, shall be held in confidence and shall not be disclosed by the contractor or any employee or agents of the contractor or personnel furnished by the contractor, without prior written consent of the BRTA.

5.27. Disadvantaged Business Enterprise Program

The BRTA has adopted policies, which encourage the full participation of Disadvantaged Business Enterprises (DBE) in the provision of goods and services.

5.28. Claim Notice

The proposer shall immediately report in writing to the BRTA's designated representative or agent any incident that might reasonably be expected to result in any claim under any of the coverage mentioned herein. The respondent agrees to cooperate with the BRTA in promptly releasing reasonable information periodically as to the disposition of any claims.

5.29. Proposal Acceptance/Rejection

5.29.1. The BRTA reserves the right to accept or reject any or all proposals received as a result of this RFP, or to negotiate separately with competing respondents, and to waive any informalities, defects, or irregularities in any proposal, or to accept that proposal or proposals, which in the judgment of the proper officials, is in the best interest of the BRTA.

5.29.2. The detailed requirements set forth in Section 7, Proposal Forms, are mandatory. Failure to follow instructions, answer questions, specifically respond in written form to a requirement and/or provide

requested documentation will automatically render the proposal non-responsive.

5.30. Termination / Cancellation of Contract

5.30.1. The BRTA reserves the right to cancel the contract without cause with a minimum ninety (90) days written notice.

5.30.2. Termination or cancellation of the contract will not relieve the respondent of any obligations for any deliverables entered into prior to the termination of the contract (i.e. reports, statements of accounts, etc., required and not received).

5.30.3. Termination or cancellation of the contract will not relieve the respondent of any obligations or liabilities resulting from any acts committed by the respondent prior to the termination of the contract.

5.30.4. Upon notice of termination, the contractor shall work openly and actively to support and assist BRTA and incoming contractor to ensure a smooth and seamless transition. Should this not occur, in the opinion of BRTA, BRTA may assign a transition fee of no more than 25% of the outstanding invoices.

6. EVALUATION AND AWARD OF CONTRACT

6.1. Evaluations of Qualifications

6.1.1. Qualifications will be evaluated by the BRTA to determine which companies, if any, should be awarded a contract. The BRTA at its sole discretion reserves the right to accept or reject proposals submitted and to waive informalities and minor irregularities and to request additional information required to fully evaluate a proposal.

6.1.2. Technical plans are required. This Request for Proposals (RFP) includes the scope of work to be performed and method of contracting. Proposals that do not include all requested information and required documentation may be considered non-responsive.

6.2. Evaluation Procedures

An Evaluation Committee will be selected by the BRTA to review each responsive firm's qualifications. The Administrator may participate on the committee, directly or as a designee. The committee will select the most qualified proposer(s) based on the following criteria:

1. Qualifications and Experience (100 pts)
2. Project Understanding (100 pts)
3. Technical Ability (125 pts)
4. Staffing Experience (100 pts)
5. Cost (75 pts)

The Administrator will make a final decision considering the recommendation of the Evaluation Committee, but will not be bound by the final

recommendation of the Evaluation Committee. Any attempt by any proposer to contact, either directly or indirectly, any member of the Evaluation Committee will result in disqualification of the proposer.

The BRTA reserves the right to reject any or all proposals, based on either technical content or cost.

The BRTA will not engage in exclusionary or discriminatory practices in the solicitation or award of this contract.

The BRTA will not give preference to a bidder due to geographical consideration.

6.3 Award Protest Procedures

A vendor/respondent may file a protest concerning the proposed contract for this service at any time prior to the award of the contract by contacting the BRTA Administrator. Protests must be submitted in writing to the BRTA Administrator and must specifically identify the reason for the protest. Protests filed or discussed with anyone other than the BRTA Administrator will not be considered. The decision of the Administrator is final. By submission of a proposal, the respondent agrees to be bound solely by this procedure.

7. SUBMITTAL REQUIREMENTS

Proposals shall include all of the information solicited in this RFP, and any additional data that the respondent deems pertinent to the understanding and evaluating of the proposal. Proposals shall be organized and bound using 8 ½" by 11" paper with sections tabbed in the order outlined below. The respondent should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations may not be solicited. All proposals shall include at a minimum:

Tab 1 – Respondent's Profile

A brief profile of the firm, including:

1. A brief history of the company
2. Description of Organizational structure
3. Identify Ownership interests of 10% or more
4. Describe the firm's overall qualifications and experience to provide the services requested
5. The qualifications of the firm's key employees who will work on this contract
    - A. Resumes of the proposed Project Manager and Supervisors for Maintenance and Operations as well as any key staff being proposed to manage this service must be included.

6. The proposed fleet inventory of vehicles that will be used in this service including the year, make, model, mileage, and seating capacity excluding the driver of each vehicle as well as if the vehicle had an operational wheel-chair lift and how many tie down stations exist. (See Proposal Form 2, Section 14)

Tab 2 – Completed Proposal Forms (use attached forms)

Tab 3 – References

List at least three (3) recent references where the proposed services have been used within the past year.

Tab 4 – Insurance

Attach evidence of required insurance coverage: A properly completed ACORD Form or other evidence of availability of insurance.

Tab 5 – Financial Statement

All respondents shall include a financial statement, preferably a certified audit, but a third party prepared financial statement. **The statement can be labeled Confidential.**

Tab 6 – Conflict of Interest & Clean Hands Disclosure Forms

All respondents shall properly complete, have notarized and attach with their proposal the attached notarized disclosure statement. The **Officers and Significant Stakeholders form** shall also be completed and be submitted behind this tab.

Tab 7 – Addenda
Any addenda issued subsequent to the release of this solicitation must be signed and returned with the firm's proposal. **Failure to return signed addenda may be cause for the bid to be considered non-responsive.**

PROPOSALS SHALL NOT BE ELABORATELY DESIGNED OR VERBOSE

PROPOSAL FORMS

RESPONDENT INFORMATION
and
CERTIFICATION FORMS

The detailed requirements set forth in this Section are mandatory. Failure to follow instructions, answer questions, specifically respond in written form to a requirement and/or provide requested documentation may automatically render the proposal non-responsive.

INSTRUCTIONS TO COMPLETE

Proposals shall be submitted on 8 ½" x 11" size paper using a simple method of fastening. Proposals should be typed and should not include any unnecessarily elaborate or promotional material.

The original proposal must be signed by an official legally authorized to bind the respondent to its provisions and shall contain a statement that the proposal will remain valid for at least ninety (90) calendar days from the proposal closing date. Terms and conditions differing from those in this RFP may be cause for disqualification of the proposal.

Each respondent shall respond to each question and each item on the following pages. If the question or item does not apply, indicate so by printing or typing "N/A" in the space. If more space is required to completely answer the question or item, please use additional pages and put the question or item number on the page. At each location the following is printed, fill in the number of pages attached and initial at the end of the block. [Attached # _____ pages, respondent initials____]

The amount of space provided for any question or item on the following pages is not intended to reflect the amount of information required. Proposals must not be elaborately designed or verbose.

If you have any questions about how to answer any item, please contact Gary Shepard, Administrator, at 413-499-2782 ext. 4, opt 8 (FAX 413-442-2536) as soon as possible.

PLEASE NOTE: A number of the following forms must be notarized. Failure to supply the properly notarized form may render the RFP response non-responsive.

REQUEST FOR PROPOSAL 11-P-001
to provide
ADA COMPLIMENTARY PARATRANSIT TRANSPORTATION
IN BERKSHIRE COUNTY

Form 1

Acknowledgement

I, [print name]_____ hereby acknowledge total familiarity with the entire Request for Proposal 11-P-001 package, and, I hold the title _____ for [firm name] _____

And, I am legally authorized to sign, execute and complete this and the attached forms on behalf of [firm name] _____, and this proposal shall remain valid for at least ninety (90) days from the latest published RFP closing date.

Signature: _____

Date Signed: _____

Form 2

TECHNICAL PROPOSAL

1. **TECHNICAL PLAN**
   Please complete information requested below:

   Firm Name _____

   Address _____

   _____

   Contact Name

   _____

   Telephone _____

   Fax_____

   Federal ID _____

   If a Corporation, list all officers:

   Title Name Address

   _____

   _____

   _____

   _____

   _____

   _____

   _____

   Date Incorporated_____State/County_____

   Indicate: Private For-Profit Yes/No Private Non-Profit Yes/No

   If sole proprietor or partnership, list all principles:

   Name Address _____

   _____

   _____

   _____

   _____

2. If you are a Certified Disadvantaged Business Enterprise, attach your Proof of Certification from the State of Massachusetts or from a Federal Agency.
   attached #_____ pages, respondent initials _____

3. List the name of your insurance agent and all companies who insure you. Attach copies of Insurance Certificates. If current insurance does not meet requirement under Scope of Work, attach evidence from your insurance agent of compliance by start up date.

   Auto Insurance Telephone _____

   General Liability Telephone _____

   Worker's Comp Telephone _____

   attached #_____ pages, respondent initials _____

4. Provide a list of any Pending Lawsuits.

   attached #_____ pages, respondent initials _____

5. Qualifications of the Firm

A. Number of years in passenger transport business _____.

B. Describe the type of transportation your company provides:

C. Describe the number and types of vehicles you currently operate (also complete Proposal section.)

D. Provide a description of the Key Staff including dispatchers and other office personnel. Attach a resume of the Project Manager who will have primary responsibility for the contract. Explain manager's paratransit experience, contract management experience and percent of time that will be dedicated to the project. Proposers are encouraged to provide resumes of other key management staff who would be involvement in the provision of services under this RFP.
   attached #_____ pages, respondent initials _____

6. Related Experience and References of the Firm

This section of the proposal should establish the ability of the respondent to satisfactorily provide the required service by reasons of demonstrated competence, by the nature and relevance of completed work; record of past history with BRTA or other public transportation agencies; record of history with other contracts; and supportive client references.

A. Does your company have related experience in specialized transportation for persons with disabilities? Yes _____ No _____

If yes, explain: (Include experience with wheelchair transport if applicable)

B. Provide examples of similar service or other related contract work you have provided to BRTA and other agencies in the last 5 years. Attach letters of reference about work performed.
attached #_____ pages, respondent initials _____

C. Have you ever had a contract terminated or suspended? Yes _____ No_____
attached #_____ pages, respondent initials _____

7. Days and Hours of Operation

A. Explain procedure for how service outside of normal office hours will be provided. Include staff available, how calls will be answered and dispatched.
attached #_____ pages, respondent initials _____

8. Drug Free Work Place Policy

A. Attach a copy of your company's Drug and Alcohol Policy.
attached #_____ pages, respondent initials _____

B. Re-affirm "0" tolerance and mandated identification of prescription and "over the counter" drug usage in Drug and Alcohol Policy per FTA guidelines.

9. Driver Qualifications

A. Describe your driver selection process and attach samples of forms used for permanent personnel records.
attached #_____ pages, respondent initials _____

B. Explain your driver training program and attach a written plan for training of new drivers and on-going training. Describe method of documentation verifying the training and re-training has been received.
attached #_____ pages, respondent initials _____

C. Describe your plans for monitoring driver performance, include procedures for documenting occurrences, complaints, accidents, etc.
attached #_____ pages, respondent initials _____

10. Safety Plan

A. Describe your procedures for handling of accidents/incidents. Provide copies of forms used to document occurrences.
attached #_____ pages, respondent initials _____

B. List any other methods of promoting safety and security awareness.

attached #_____ pages, respondent initials _____

C. Provide list of safety sensitive employees and their position

11. Communications

A. Describe your two way communication system. Include range, capability and indicate location of base and if all vehicles proposed to be used in contract service will be equipped with mobile units.
attached #_____ pages, respondent initials _____

B. Provide a copy of written dispatch procedures.
attached #_____ pages, respondent initials _____

C. Explain method for trip scheduling and contacting customers to confirm transportation.
attached #_____ pages, respondent initials _____

12. Performance Log

Explain method of maintaining a daily operations log. Indicate activity to be included, staff to be assigned and attach a sample copy.
attached #_____ pages, respondent initials _____

13. Vehicle Maintenance

A. Attach a copy of your vehicle maintenance plan that includes: Preventative maintenance, schedule, safety inspection and vehicle histories.
attached #_____ pages, respondent initials _____

B. Explain procedures for cleaning of vehicles.
attached #_____ pages, respondent initials _____

C. If routine maintenance of vehicles is contracted to another company, does the maintenance company have a Drug and Alcohol Testing Policy meeting FTA requirements for safety sensitive positions? Yes _____ No _____

If Yes, include copy of policy.

D. List contracted maintenance company and contact person with telephone number.
attached #_____ pages, respondent initials _____

14. Vehicles

A. Provide a vehicle inventory to include only those vehicles proposed to be used in the service. Accessible vehicles must meet current ADA requirements.

B. Inventory format for each vehicle:

- Vehicle No.
- Year Model
- Vehicle ID#

- Current Mileage
- Number of Wheelchair positions
- Number of Ambulatory seats

attached #_____ pages, respondent initials _____

Form 3

Cost Proposal

Firm Name _____

The above named company, in consideration for all direct and indirect cost for said service, does hereby agree that it will provide the following services set by the BRTA in the service areas specified.
To be deemed responsive you must provide per one way trip pricing for all options below

BRTA Provided Vehicles	Tier Name	In Tier	Out Tier	Across Tier
	North			
	Central			
	South			

Vendor Provided Vehicles	Tier Name	In Tier	Out Tier	Across Tier
	North			
	Central			
	South			

North Tier: Adams, Clarksburg, Cheshire, Florida, North Adams, Williamstown
Central Tier: Dalton, Hinsdale, Lanesboro, Lenox, Pittsfield, Richmond, Washington, Windsor
South Tier: Alford, Becket, Egremont, Gt. Barrington, Lee, Monterey, Otis, Sheffield, Stockbridge, Mt. Washington

In Tier: Trip origin and destination within same tier
Out Tier: Origin and destination in different tiers
Across Tier: Origin and destination require crossing tier to get to the other. This can only apply between north and south tiers.

Please refer to Rate Chart Explanation – Appendix XI

Date: _____ By: _____
Principal Officer Signature

Witness: _____

Firm Name: _____

Sworn to and described before me this _____ day of _____ 2011

Personally known _____

OR Produced identification _____ Notary Public – State of _____

_____ My Commission expires

_____
(Type of identification)

_____
(Printed, typed or stamped commissioned name of Notary Public)

MUST BE NOTARIZED AND SUBMITTED WITH PROPOSAL

CERTIFICATION OF CONTRACTOR DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

The potential contractor for the BRTA, contract (primary participant),

_____ certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any Federal department or agency;

2. Have not been convicted of or had a civil judgment rendered against them for; commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property:

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

4. Have not within a three year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(If the primary participant is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification)

THE PRIMARY PARTICIPANT, _____
CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS ON 31 U.S.C. SECTIONS 3801 ET SEQ ARE APPLICABLE THERETO.

_____
Signature & Title of Authorized Official

MUST BE SUBMITTED WITH PROPOSAL

CERTIFICATION OF COMPLIANCE
WITH
RESTRICTIONS ON LOBBYING

I, [print name]_____, do hereby certify on behalf of

[firm name]_____ that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) All subcontractors and sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Executed this _____ day of _____, 2011.

By: _____
(signature of authorized official)

_____
(title of authorized official)

MUST BE SUBMITTED WITH PROPOSAL

CERTIFICATION OF COMPLIANCE
FOR
DRUG FREE WORK PLACE

The Federal Transit Administration (FTA) in response to passage of the Omnibus Transportation Employee Testing Act of 1991, has published two regulations prohibiting drug use and alcohol misuse. These regulations are 49CFR part 655, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations".

The Federal Highway Administration (FHWA) and the FTA have agreed that transit agencies with safety-sensitive employees holding Commercial Driver's (CDL's) as well as standard motor vehicle licenses are covered by the FTA drug and alcohol regulations. These regulations are not limited to holders of CDL's and affect all employees who perform safety-sensitive functions, including those who are employed by a contractor hired by the transit agency to provide transit services.

The FTA has determined that "safety sensitive" functions are performed by those employees who operate revenue service vehicles that require drivers to hold CDLs and standard motor vehicle licenses, dispatch or control revenue service vehicles and maintain revenue service vehicles or equipment used in revenue service. These categories include supervisors who perform these functions. The types of drug and alcohol tests required by the FTA regulations are pre-employment, reasonable suspicion, post-accident, random, return to duty and follow-up.

The Potential Contractor for the BRTA, _____ certifies the Company and its sub-contractors (if applicable) affirm a Drug Free Workplace Policy has been established and agrees to comply with requirements of the Omnibus Transportation Employee Act of 1991.

_____

Signature of Authorized Official Date Signed

Print Name: _____

Title: _____

MUST BE SUBMITTED WITH PROPOSAL

NON-COLLUSION CERTIFICATE

By submission of this proposal, each respondent and each person signing on behalf of any respondent certifies, and in the case of a joint proposal, each party certifies as to its own organization, under the penalties of perjury, that to the best of its knowledge and behalf:

1. The prices in this Proposal have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such prices with any other Respondent or with any other competitor.

2. Unless otherwise required by law, the prices quoted in this Proposal have not been knowingly disclosed by the Respondent, directly or indirectly, to any other Respondent or to any other competitor prior to opening; and

3. No attempt has been made or will be made by the Respondent to induce any other person, partnership, or corporation to submit or not submit a Proposal for the purpose of restricting competition.

_____

Respondent

_____

Dated

MUST BE SUBMITTED WITH PROPOSAL

Conflict of Interest & Clean Hands Disclosure Form

I HEREBY CERTIFY that

1. I (printed name) _____ am the (title) _____ and the duly authorized representative of the firm of (firm name) _____ whose address is _____, and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting; and
2. Except as listed below, no employees, officer, or agent of the firm have any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and
3. The business nor any authorized representative or significant stakeholder of the business has been determined by judicial or administrative board action to be in noncompliance with or in violation of any provision of the BRTA nor has any outstanding past due debt to the BRTA; and
4. This proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

EXCEPTIONS (List)

Signature: _____

Printed Name: _____

Firm Name: _____ Date: _____

Sworn to and subscribed before me this _____ day of _____, 2011.

Personally known _____ OR produced identification _____

Notary Public – State of _____ _____
(Type of identification)
My Commission expires _____

_____
(printed, typed or stamped commissioned name of Notary Public)

MUST BE NOTARIZED AND SUBMITTED WITH PROPOSAL

Officers and Significant Stakeholders

Failure to list all officers and significant stakeholders of the business may prevent the proposal / offer from being considered for award.

BUSINESS OFFICERS

President Name: _____

Address: _____

Vice President Name:_____

Address: _____

Secretary Name: _____

Address: _____

Treasurer Name: _____

SIGNIFICANT STAKEHOLDERS

A significant stakeholder means any person, corporation, partnership, individual, sole proprietorship, joint venture, joint stock company, or any legal entity that has a ten percent (10%) or more equity in the business.

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Use additional pages to add all names and addresses.

MUST BE SUBMITTED WITH PROPOSAL

MASSACHUSETTS DEPARTMENT OF REVENUE CERTIFICATION

I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes required under law.

_____
*Signature of Individual
or Corporate Name (Mandatory)

_____
By: Corporate Officer
(Mandatory)

_____
**Social Security # or
Federal Identification Number

*Approval of a contract or other agreement will not be granted unless this certificate clause is signed by the applicant.

**Your social security number or Federal Identification number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed or extended. This request is made under the authority of Mass. G.L. c. 62 s.49A.

MUST BE SUBMITTED WITH PROPOSAL

APPENDIX I

PARTICIPATING COMMUNITIES
AS OF JANUARY 1, 2011

Adams

Becket

Cheshire

Clarksburg

Dalton

Florida

Gt. Barrington

Hinsdale

Lanesborough

Lee

Lenox

Monterey

North Adams

Otis

Pittsfield

Richmond

Stockbridge

Washington

Williamstown

Windsor

APPENDIX II

SERVICE CRITERIA FOR DELIVERY OF COMPLEMENTARY PARATRANSIT SERVICE

IN CONFORMANCE WITH THE AMERICANS WITH DISABILITIES ACT OF 1990 and
the REGULATIONS ESTABLISHED IN 49 CFR PART 37
AS OF 2008

{For purposes of this document, an "ADA-eligible customer" is an individual who has been approved by the Authority to receive special transportation service under the ADA regulations}

1. SERVICE AREA

   A. The Contractor shall provide service to ADA-eligible persons only when the origin and destination of the trip fall within 3/4 mile of either side of the BRTA fixed route alignment (a 1.5 mile-wide corridor, with the BRTA route alignment at the center); the boundary of service area may extend to a point outside the BRTA-member communities.

2. RESPONSE TIME

   A. The Contractor will schedule and provide service to an ADA-eligible person at any time on a particular day (within the constraints of service days and hours noted below in #5) in response to a request for service made no later than the previous day.

   B. 1. The Contractor will accept reservations for ADA service during normal Authority business hours (8:30am - 4:30pm), as well as during similar times on days when the Contractor's or Authority's offices may be closed; reservations may be taken directly by the Contractor's employees or via mechanical means.

      2. Reservations must be kept on file and made available for review by the Authority.

   C. The Contractor may negotiate pick-up times with the ADA-eligible individual, but the Contractor may not require that customer to schedule a trip that begins more than 1 ½ hours before or after the desired pickup time.

   D. The Contractor will accept reservations for ADA service up to 14 days in advance of a desired trip by an ADA-eligible customer.

   E. Same-day service may be provided at Contractor's discretion.

   F. The Contractor may identify ADA-eligible customers who establish a pattern of missing scheduled trips and submit a request to the Authority to apply sanctions to those individuals; only the Authority may issue such sanctions.

3. FARES

   A. The Contractor will accept Authority-issued ADA tickets as payment from the passenger and companions for an ADA-qualified trip.

   B. The Contractor will permit at least one companion and/or a personal care attendant to accompany an ADA-eligible customer; additional companions of the ADA-eligible person shall be provided transportation on a space-available basis. The Contractor may charge the ADA-eligible customer's companions no more than the same fare charged the ADA-eligible customer, but personal care attendants are not required to pay a fare. Companions and PCA's must be tracked the in the same manner as eligible riders.

   C. The Contractor must collect one Authority-issued ticket for each zone traveled (each community is a zone) by an ADA-eligible customer and any companions.

4. TRIP PURPOSE RESTRICTIONS

   A. The Contractor will not impose restrictions on ADA-eligible customers based on trip purpose.

5. HOURS AND DAYS OF SERVICE

   A. The Contractor will schedule ADA trips only during hours of service provided by the Authority's fixed route service:
      - Monday through Friday 5:25am - 7:15pm
      - Saturday's 7:15am - 6:55pm
      - Sunday's, no service
      - New Year's, Memorial Day, Martin Luther King Day, Independence, Day, Labor, Day, Columbus Day, Veteran's Day, Thanksgiving and Christmas

6. CAPACITY CONSTRAINTS

   A. The Contractor will not limit the availability of service to ADA-eligible customers by any of the following:
      1. Restrictions on the number of trips provided to an individual;
      2. Waiting lists for access to service;
      3. Any operational pattern or practice that significantly limits the availability of service to ADA-eligible customers, such as:
         a. substantial number of untimely pickups for initial or return trips;
         b. substantial number of missed trips or trip denials;
         c. substantial numbers of trips with excessive length

APPENDIX III

ADA Reservation & Invoice

Berkshire Regional Transit Authority

Vendor: _____ Date of Service: _____

****

Date Reservation was made: _____ Round Trip? _____Miles_____

Name:_____ ID#: _____ PCA? _____ P/U Time:_____

P/U Location:

Street _____ Town: _____

D/O Location:

Street _____ Town: _____

Estimated Cost: _____ Actual Cost: _____ # Tickets Collected: _____

****

Date Reservation was made: _____ Round Trip? _____Miles_____

Name:_____ ID#: _____ PCA? _____ P/U Time:_____

P/U Location:

Street _____ Town: _____

D/O Location:

Street _____ Town: _____

Estimated Cost: _____ Actual Cost: _____ # Tickets Collected: _____

****

Date Reservation was made: _____ Round Trip? _____Miles_____

Name:_____ ID#: _____ PCA? _____ P/U Time:_____

P/U Location:

Street _____ Town: _____

D/O Location:

Street _____ Town: _____

Estimated Cost: _____ Actual Cost: _____ # Tickets Collected: _____

****

Date Reservation was made: _____ Round Trip? _____Miles_____

Name:_____ ID#: _____ PCA? _____ P/U Time:_____

P/U Location:

Street _____ Town: _____

D/O Location:

Street _____ Town: _____

Estimated Cost: _____ Actual Cost: _____ # Tickets Collected: _____

****

Date Reservation was made: _____ Round Trip? _____Miles_____

Name:_____ ID#: _____ PCA? _____ P/U Time:_____

P/U Location:

Street _____ Town: _____

D/O Location:

Street _____ Town: _____

Estimated Cost: _____ Actual Cost: _____ # Tickets Collected: _____

****

Date Reservation was made: _____ Round Trip? _____Miles_____

Name:_____ ID#: _____ PCA? _____ P/U Time:_____

P/U Location:

Street _____ Town: _____

D/O Location:

Street _____ Town: _____

Estimated Cost: _____ Actual Cost: _____ # Tickets Collected: _____

****

One ticket must be submitted for each community of travel. Invoices should be submitted <u>at least</u> twice per month; weekly is preferred.

ADA Service Hours (to judge the duration of a trip):	
Monday - Friday	**5:45am - 7:15pm**
Saturday (& some holidays)	**7:15 am - 6:55 pm**
Sunday (& some holidays)	**No service**

APPENDIX IV

BRTA CUSTOMER GUIDE TO PARATRANSIT AND PREMIUM SERVICE TICKET FARES

ORIGIN DESTINATION	ADAMS	ALFORD	BECKET	CHESHIRE	CLARKSBURG	DALTON	EGREMONT	FLORIDA	GT. BARRINGTON	HINSDALE	LANESBOUGH	LEE	LENOX	MONTEREY	MT. WASHINGTON	NORTH ADAMS	OTIS	PITTSFIELD	RICHMOND	SHEFIELD	STOCKBRIDGE	WASHINGTON	WILLIAMSTOWN	WINDSOR
ADAMS	A	H	F	B	C	E	I	C	H	F	C	F	E	H	I	B	H	D	E	H	G	G	C	F
ALFORD	H	A	D	G	J	F	B	J	B	G	F	C	D	C	D	I	D	E	E	C	C	D	J	G
BECKET	F	D	A	E	H	D	D	H	E	C	D	C	D	C	E	G	B	C	D	E	D	B	G	E
CHESHIRE	B	G	E	A	D	D	G	D	G	E	B	E	D	G	H	C	G	C	D	G	F	F	D	E
CLARKSBURG	C	J	H	D	A	G	J	C	J	H	E	H	G	J	K	B	J	F	G	J	I	I	C	H
DALTON	E	F	D	D	G	A	F	G	F	B	C	D	C	F	H	F	E	B	C	F	E	C	E	B
EGREMONT	I	B	D	G	J	F	A	J	B	J	F	D	D	C	B	I	D	E	D	B	C	D	F	G
FLORIDA	C	J	H	D	C	G	J	A	J	H	E	H	G	J	K	B	J	F	G	J	I	I	C	H
GT. BARRINGTON	H	B	E	G	J	F	B	J	A	G	F	C	D	B	C	I	C	E	C	B	B	E	H	G
HINSDALE	F	G	C	E	H	B	J	H	G	A	D	E	D	F	I	G	D	C	D	G	F	B	F	C
LANESBOUGH	C	F	D	B	E	C	F	E	F	D	A	D	C	F	G	D	F	B	C	F	E	E	C	D
LEE	F	C	C	E	H	D	D	H	C	E	D	A	B	D	E	G	C	C	C	D	B	C	F	E
LENOX	E	D	D	D	G	C	D	G	D	D	C	B	A	D	E	F	D	B	B	D	C	D	E	D
MONTEREY	H	C	C	G	J	F	C	J	B	F	F	D	D	A	D	I	B	E	C	C	C	E	J	G
MT. WASHINGTON	I	D	E	H	K	H	B	K	C	I	G	E	E	D	A	J	E	F	F	C	D	E	J	I
NORTH ADAMS	B	I	G	C	B	F	I	B	I	G	D	G	F	I	J	A	I	E	F	I	H	H	B	G
OTIS	H	D	B	G	J	E	D	J	C	D	F	C	D	B	E	I	A	E	F	G	D	C	H	F
PITTSFIELD	D	E	C	C	F	B	E	F	E	C	B	C	B	E	F	E	E	A	B	E	D	D	D	C
RICHMOND	E	E	D	D	G	C	D	G	C	D	C	C	B	C	F	F	F	B	A	E	C	D	E	D
SHEFIELD	H	C	E	G	J	F	B	J	B	G	F	D	D	C	C	I	G	E	E	A	C	E	J	G
STOCKBRIDGE	G	C	D	F	I	E	C	I	B	F	E	B	C	C	D	H	D	D	C	C	A	D	G	F
WASHINGTON	G	D	B	F	I	C	D	I	E	B	E	C	D	E	E	H	C	D	D	E	D	A	F	D
WILLIAMSTOWN	C	J	G	D	C	E	F	C	H	F	C	F	E	J	J	B	H	D	E	J	G	F	A	F
WINDSOR	F	G	E	E	H	B	G	H	G	C	D	E	D	G	I	G	F	C	D	G	F	D	F	A

Premium Service

A = 1 Yellow
B = 1 Yellow + 1 Pink
C = 1 Yellow + 2 Pink
D = 2 Yellow, or 1 Yellow + 3 Pink
E = 2 Yellow + 1 Pink, or 1 Yellow + 4 Pink
F = 2 Yellow + 2 Pink, or 1 Yellow + 5 Pink
G = 3 Yellow, or 1 Yellow + 6 Pink
H = 3 Yellow + 1 Pink, or 1 Yellow + 7 Pink
I = 3 Yellow + 2 Pink, or 1 Yellow + 8 Pink
J = 4 Yellow, or 1 Yellow + 9 Pink
K = 4 Yellow + 1 Pink, or 1 Yellow + 10 Pink

Premium Fare(s)

Yellow Ticket = $7.50
Pink Ticket = $2.50 or 3 for $7.50

ADA Paratransit 1 Ticket is required for each town of travel with a maximum fare of 4 towns ($10).
Fare 1 Ticket = $2.50
Example – Pittsfield to Lee = 3 ADA Tickets = $7.50

APPENDIX V

PREMIUM SERVICE NAME

ADDRESS

CITY

DATE	NAME	ID#	FROM	TO	TIME	YELLOW	PINK	TOTAL CHARGE	MILES

APPENDIX VI

Vendor_____ July 1, 200_ - June 30, 200_

TRANSIT SAFETY

Safety Items	Incidents	Fatalities			Injuries		
COLLISIONS		Patrons	Employees	Others	Patrons	Employees	Others
Collision with other vehicles							
Collision with objects							
Collision with people							
NON-COLISIONS							
Inside vehicle							
Boarding & alighting vehicle							
FIRES							
Inside vehicle							
Total property damage	$						

REVENUE VEHICLE MAINTENANCE & ENERGY

Item	Amounts
Number of revenue interruptions	
Mechanical reasons	
Other reasons	
Total revenue service interruptions	
Total labor hours for inspection & maintenance	
Number of maintenance facilities	
Number of general purpose facilities	
Number of heavy maintenance facilities	
Total maintenance facilities	
Energy consumption	
Gallons of diesel fuel	
Gallons of gasoline	
Other fuel	

OPERATING EXPENSES & LABOR CLASSIFICATION

Item	Revenue Vehicle Operations	Vehicle Maintenance	Non-Vehicle Maintenance	General Administration
LABOR				
Salaries/Wages				
Hours worked				
Number full-time employees				
Number part-time employees				
Fringe benefits				
Services				
MATERIALS & SUPPLIES				
Fuel & lubricants				
Tires & tubes				
Other materials & supplies				
UTILITIES				
CASUALTY/LIABILITY				
TAXES				

APPENDIX VII

Vendor_____ Reporting Period: July 1, 200_ - June 30, 200_

REVENUE VEHICLE INVENTORY

Number of Vehicles in Total Fleet			
Vehicle Type Code			
Ownership Code			
Year of Manufacture			
Manufacture Code			
Model Number			
Number of Active Vehicles in Fleet			
Number of ADA Accessible Vehicles			
Emergency Contingency Vehicles			
Fuel Type			
Seat Capacity			
Stand Capacity			
Total Miles on Active Veh. During Period			
Avg. Lifetime Mileage per Active Vehicle			

Vehicle Type, Ownership, and Fuel Type Codes

Vehicle Type Codes

VN - Van (5-18 passengers)
OR - Other (i.e., taxi)

Ownership Codes

LP - Leased under purchase agreement
LR - Leased or borrowed from related parties
OO - Owned outright (inc. safe harbor lease agreements where only tax title is sold)
TL - True lease
OR - Other

Fuel Type Codes

BF - CN - Compressed natural gas
DF - Diesel Fuel
DP - Diesel (particulate trap)
GA - Gasoline
OR - Other

APPENDIX VIII

INVENTORY OF VEHICLES USED IN PERFORMANCE OF CONTRACT WITH THE BERKSHIRE REGIONAL TRANSIT AUTHORITY

YEAR	MANUFACTURER	MODEL	VIN	CONDITION

Attested to by _____ Date _____

Signature

Company Name _____

Address _____

APPENDIX IX

DRIVER LIST

NAME	DATE OF BIRTH	LICENSE #	LICENSE STATE	HIRE DATE

Attested to by _____ Date _____

Signature

Company Name _____

Address _____

APPENDIX X

BRTA ADA COMPLIMENTARY PARATRANSIT SERVICE
MONTHLY TRANSACTION RECORDS
FY200_

PROVIDER: _____

MONTH: _____

ADDRESS: _____

DATE	NAME	BRTA ID NUMBER	TRIP DENIALS	UNTIMELY PICK-UPS	MISSED TRIPS	EXCESSIVELY LONG TRIPS	TOTAL

PLEASE PROVIDE ON SEPARATE SHEET A NARRATIVE EXPLAINING EACH INCIDENT

_____

AGENCY REPRESENTATIVE

Appendix XI

Rate Chart Explanation

Please review each tier for the specific communities within the tier.

The definitions of: In Tier, Out Tier and Across Tier are found below. A shorter version of the definition is included to the right of the rate chart for reference.

An "In-Tier" trip rate will consist of the price for the performance of any one way trip performed between the communities within the tier.

An "Out-Tier" trip rate will consist of the price for the performance of any one way trip performed where the trip origin is in one tier and the destination is in a neighboring tier. (North to Central, South to Central, Central to North, Central to South)

An "Across-Tier" trip rate will consist of the price for the performance of any one way trip performed where the trip origin is in one tier and the destination is in a non -neighboring tier. (North to South, South to North)

For the purposes of this RFP a one-way trip is considered a trip from one address/location to another address/location.

For the purposes of community ridership totals;
A trip will be counted towards the community in which the passenger resides. (Passenger lives in Lee {ST}, schedules a trip from Lee to Pittsfield {CT}, a middle leg from Pittsfield to Lenox {CT}, and a return trip from Lenox back home to Lee; all three one way trips are counted towards Lee ridership totals)

For the purposes of trip rate;
A trip will be invoiced based on trip origin and destination. Using the same example above; the first trip is an "out-tier" rate, the middle trip is an "in-tier" rate and the third trip is an "out tier" rate.

Appendix XII – Federal Clauses

REQUIRED FORMS AND CERTIFICATIONS

All forms must be properly signed and notarized (as required) and returned with Proposal.

- ☐ Government Obligation to Third Parties
- ☐ False or Fraudulent Statements or Claims
- ☐ Access to Third Party Contract Records
- ☐ Change to Federal Requirements
- ☐ Civil Rights
- ☐ Disadvantaged Business Enterprises
- ☐ Incorporation of FTA Terms
- ☐ Terminations
- ☐ Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- ☐ Buy America Requirements
- ☐ Resolution of Disputes
- ☐ Lobbying Certification for Contracts, Grants, Loans, and Cooperative Agreements
- ☐ Clean Air
- ☐ Clean Water
- ☐ Cargo Preference
- ☐ Fly America
- ☐ Contract Work Hours
- ☐ Energy Conservation
- ☐ ITS Architecture
- ☐ Recycled Products

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

(1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

_____ _____

Contractor Signature Date

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001

and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include th e above two clauses in eac h subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

_____ _____

Contractor Signature Date

ACCESS TO RECORDS AND REPORTS

49 U.S.C. 5325
18 CFR 18.36 (i)
49 CFR 633.17

Access to Records - The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at $100,000.

3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA

Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

4. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

5. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

6. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

7. FTA does not require the inclusion of these requirements in subcontracts.

Requirements for Access to Records and Reports by Types of Contract

Contract Characteristics	Operational Service Contract	Turnkey	Construction	Architectural Engineering	Acquisition of Rolling Stock	Professional Services
I State Grantees a. Contracts below SAT ($100,000) b. Contracts above $100,000/Capital Projects	None None unless[1] non-competitive award	Those imposed on state pass thru to Contractor	None Yes, if non-competitive award or if funded thru[2] 5307/5309/5311	None None unless non-competitive award	None None unless non-competitive award	None None unless non-competitive award
II Non State Grantees a. Contracts below SAT ($100,000) b. Contracts above $100,000/Capital Projects	Yes[3] Yes[3]	Those imposed on non-state Grantee pass thru to Contractor	Yes Yes	Yes Yes	Yes Yes	Yes Yes

_____ _____

Contractor Signature Date

FEDERAL CHANGES

49 CFR Part 18

Federal Changes - Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

_____ _____ _____

Contractor Signature Date

CIVIL RIGHTS REQUIREMENTS

29 U.S.C. § 623, 42 U.S.C. § 2000
42 U.S.C. § 6102, 42 U.S.C. § 12112
42 U.S.C. § 12132, 49 U.S.C. § 5332
29 CFR Part 1630, 41 CFR Parts 60 et seq.

Civil Rights - The following requirements apply to the underlying contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e

note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national or igin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

_____ _____

Contractor Signature Date

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

49 CFR Part 26

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.* The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is 4.2%.

b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable

requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the BRTA deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

d. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the BRTA**.** In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

e. The contractor must promptly notify the BRTA, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the BRTA**.**

_____ _____

Contractor Signature Date

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any the BRTA requests which would cause the BRTA to be in violation of the FTA terms and conditions.

_____ _____ _____

Contractor Signature Date

TERMINATION

Applies to Contracts Valued over $10,000

49 CFR Part 18

a. Termination for Convenience (General Provision) The BRTA may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the BRTA to be paid the Contractor. If the Contractor has any property in its possession belonging to the BRTA, the Contractor will account for the same, and dispose of it in the manner the BRTA directs.

b. Termination for Default [Breach or Cause] (General Provision) If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the BRTA may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the BRTA that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the BRTA, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure (General Provision) The BRTA in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to the BRTA's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of written notice from the BRTA setting forth the nature of said breach or default, the BRTA shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude the BRTA from also pursuing all available remedies against Contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach In the event that the BRTA elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this

Contract, such waiver by the BRTA shall not limit the BRTA's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. Termination for Convenience (Professional or Transit Service Contracts) The BRTA, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the BRTA shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

f. Termination for Default (Supplies and Service) If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the BRTA may terminate this contract for default. The BRTA shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the BRTA.

g. Termination for Default (Transportation Services) If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the BRTA may terminate this contract for default. The BRTA shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of the BRTA's goods, the Contractor shall, upon direction of the BRTA, protect and preserve the goods until surrendered to the BRTA or its agent. The Contractor and the BRTA shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the BRTA.

h. Termination for Default (Construction) If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, the BRTA may terminate this contract for default. The BRTA shall terminate by delivering to the Contractor a Notice of Termination specifying the nature

of the default. In this event, the Recipient may take over the work and compete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the BRTA resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the BRTA in completing the work.

The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause if:

1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of the BRTA, acts of another Contractor in the performance of a contract with the BRTA, epidemics, quarantine restrictions, strikes, freight embargoes; and

2. The contractor, within [10] days from the beginning of any delay, notifies the BRTA in writing of the causes of delay. If in the judgment of the BRTA, the delay is excusable, the time for completing the work shall be extended. The judgment of the BRTA shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the BRTA.

i. Termination for Convenience or Default (Architect and Engineering) The BRTA may terminate this contract in whole or in part, for the Recipient's convenience or because of the failure of the Contractor to fulfill the contract obligations. The BRTA shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

If the termination is for the convenience of the BRTA, the Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the BRTA may complete the work by contact or otherwise and the Contractor shall be liable for any additional cost incurred by the BRTA.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the BRTA.

j. Termination for Convenience of Default (Cost-Type Contracts) The BRTA may terminate this contract, or any portion of it, by serving a notice or termination on the Contractor. The notice shall state whether the termination is for convenience of the BRTA or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the BRTA, or property supplied to the Contractor by the BRTA. If the termination is for default, the BRTA may fix the fee, if the contract provides for a fee, to be paid the contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the BRTA and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of the BRTA, the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a notice of termination for default, the BRTA determines that the Contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of the contractor, the BRTA, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

k. Assignability This contract may not be assigned or transferred to a third party.

_____ _____

Contractor Signature Date

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

Applies to Contracts Valued over $25,000

49 CFR Part 29
Executive Order 12549

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940

and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the BRTA. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the BRTA, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

_____ _____

Contractor Signature Date

BUY AMERICA REQUIREMENTS

Applied to Contracts Valued over $100,000

49 U.S.C. 5323(j)
49 CFR Part 661

Buy America - The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification (below) with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

BUY AMERICA REQUIREMENTS

Certification requirement for procurement of steel, iron, or manufactured products.

Certificate of Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661.5.

Date _____

Signature_____

Company Name_____

Title _____

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date _____

Signature _____

Company Name _____

Title _____

BUY AMERICA REQUIREMENTS

Certification requirement for procurement of buses, other rolling stock and associated equipment.

Certificate of Compliance with 49 U.S.C. 5323(j)(2)(C).

The bidder or offeror hereby c ertifies that it will comply with th e requirements of 49 U.S.C. 5323(j)(2)(C) and the regulations at 49 C.F.R. Part 661.11.

Date _____

Signature _____

Company Name _____

Title _____

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(2)(C)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11, but may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date _____

Signature _____

Company Name _____

Title _____

BREACHES AND DISPUTE RESOLUTION

Applies to Contracts Valued over $100,000

49 CFR Part 18

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the BRTA. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Administrator. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Administrator shall be binding upon the Contractor and the Contractor shall abide be the decision.

Performance During Dispute - Unless otherwise directed by the BRTA, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the BRTA and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the BRTA is located.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the BRTA, or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

_____ _____

Contractor Signature Date

LOBBYING

Applies to Contracts Valued over $100,000

31 U.S.C. 1352
49 CFR Part 19
49 CFR Part 20

APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq*.)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the

required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

[Note: Pursuant to 31 U.S. C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure or failure.]

The Contractor, _____ _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq., apply* to this certification and disclosure, if any.

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

CLEAN AIR

Applies to Contracts Valued over $100,000

42 U.S.C. 7401 et seq
40 CFR 15.61
49 CFR Part 18

Clean Air - (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

_____ _____
Contractor Signature Date

CLEAN WATER REQUIREMENTS

Applies to Contracts Valued over $100,000

33 U.S.C. 1251

Clean Water - (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Cont ractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding $100,000 financed in whol e or in part with Federal assistance provided by FTA.

_____ _____

Contractor Signature Date

FLY AMERICA REQUIREMENTS

49 U.S.C. § 40118
41 CFR Part 301-10

Fly America Requirements - The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

_____ _____

Contractor Signature Date

CARGO PREFERENCE REQUIREMENTS

46 U.S.C. 1241
46 CFR Part 381

Cargo Preference - Use of United States-Flag Vessels - The contractor agrees: a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels; b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of -lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.) c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material or commodities by ocean vessel.

_____ _____
Contractor Signature Date

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Applies to Contracts Valued over $100,000

Contract Work Hours and Safety Standards

(1) **Overtime requirements** - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this

section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) **Withholding for unpaid wages and liquidated damages** - The Berkshire Regional Transit Authority shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) **Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

_____ _____

Contractor Signature Date

ENERGY CONSERVATION REQUIREMENTS

42 U.S.C. 6321 et seq.
49 CFR Part 18

Energy Conservation - The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are c ontained in the state energ y conservation plan issued in compliance with the Energy Policy and Conservation Act.

_____ _____ _____

Contractor Signature Date

NATIONAL ITS ARCHITECTURE

National ITS Architecture - The Contractor agrees to comply with all applicable National Intelligent Transportation System (ITS) Architecture requirements as outlined in Section 23 - ITS of TEA-21 and should coordinate with the current Western Massachusetts Regional ITS Plan.

_____ _____ _____

Contractor Signature Date

RECYCLED PRODUCTS
42 U.S.C. 6962
40 CFR Part 247
Executive Order 12873

Recovered Materials - The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

_____ _____
Contractor Signature Date